

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
JONESBORO DIVISION**

**JATIN INVESTMENTS LLC d/b/a
Hampton Inn Jonesboro**

PLAINTIFF

v.

No. 3:18-cv-117-DPM

**AMERICAN TELEPHONE AND
TELEGRAPH COMPANY a/k/a
AT&T; and DOES, Fictitious
Defendants A, B, and C, those persons
or entities whose wrongful conduct
caused or contributed to cause the
injuries and damages to the Plaintiff**

DEFENDANTS

ORDER

AT&T's motion to dismiss, *No. 5*, is partly granted and partly denied without prejudice. Everyone agrees that Jatin's claims accrued in March 2013, more than five years before he filed this case. Jatin's fraud claim is therefore untimely and dismissed with prejudice. The statute of limitations may not resolve Jatin's contract claim, though. Was AT&T's promise to fix its cutover error, combined with its later admission that it didn't, a written acknowledgement of default? ARK. CODE ANN. § 16-56-111(b). The pleaded facts are, as AT&T argues, too murky for the Court to decide. But they are sufficient to allow for a clarifying amendment. Amended complaint due by 24 August 2018.

So Ordered.

W.P. Marshall Jr.
D.P. Marshall Jr.
United States District Judge

30 July 2018